SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgages – Early Release
DEPARTMENT: Planning & Development DIVISION: Administration Winner Ledford
AUTHORIZED BY: Donald Fisher CONTACT: Diane Ledford EXT. 7384
Agenda Date 10/22/2002 Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐
Public Hearing − 1:30 ☐ Public Hearing − 7:00 ☐
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second

Mortgages - Early Release for a households assisted under the SHIP Program's Home

BACKGROUND:

Ownership Assistance Program.

On April 28, 1997 Seminole County assisted Brian Hibbard & Tracey Marma with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Brian Hibbard & Tracey Marma resided in the house for a ten year period. However, Brian Hibbard & Tracey Marma breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Brian Hibbard & Tracey Marma did reside in the house for five years. As such staff recommends that the Board issue a Satisfaction of Mortgage for Brian Hibbard & Tracey Marma.

On August 22, 1997 Seminole County assisted Roberta S. Whack & Darrell W. Miles, Jr. with down payment assistance in the amount of \$3,500.00 to purchase a home in

Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Roberta S. Whack & Darrell W. Miles, Jr., resided in the house for a ten year period. However, Roberta S. Whack & Darrell W. Miles, Jr. breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Roberta S.

Reviewed by
Co Atty:
DFS:
Other:
DCM:
CM:
File No. -cpdc03

File No. -cpacos

Whack & Darrell W. Miles, Jr. did reside in the house for five years. As such staff

recommends that the Board issue a Satisfaction of Mortgage for Roberta S. Whack & Darrell W. Miles, Jr.

On May 20, 1997 Seminole County assisted Tony & Diane A. Gilchrist with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Tony & Diane A. Gilchrist resided in the house for a ten year period. However, Tony & Diane A. Gilchrist breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Tony & Diane A. Gilchrist did reside in the house for five years. As such staff recommends that the Board issue a Satisfaction of Mortgage for Tony & Diane A. Gilchrist.

On September 26, 1997 Seminole County assisted Lorna J. Harrington and Darrell C. Harrington with down payment assistance in the amount of \$2,396.39 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Lorna J. Harrington and Darrell C. Harrington resided in the house for a ten year period. However, Lorna J. Harrington and Darrell C. Harrington breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Lorna J. Harrington and Darrell C. Harrington did reside in the house for five years. As such staff recommends that the Board issue a Satisfaction of Mortgage for Lorna J. Harrington and Darrell C. Harrington.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>28th</u> day of <u>April, 1997</u> from <u>Brian Hibbard,</u> unmarried and <u>Tracey Marma,</u> unmarried Mortgagor to <u>Seminole County, a political subdivision,</u> Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3232</u>, Page <u>1330</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of October, 2002. ATTEST: **BOARD OF COUNTY COMMISSIONERS** SEMINOLE COUNTY, FLORIDA By:__ MARYANNE MORSE Daryl G. McLain, Chairman Clerk to the Board of County Commissioners of Seminole County, Florida Date: _____ For the use and reliance As authorized for execution by the Of Seminole County only. **Board of County Commissioners** Approved as to form and at their legal sufficiency 2002, regular meeting. County Attorney

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MARYANNE MORSE, SLERN OF GIRCUIT COURT SET HOLE COURTY, FL.

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Sevelvele County Processor to 144 Assistances Program



Second Mortgage Deed

THIS SECOND MORTGAGE IEED is hereby made and entered into the 20th day of April 169 7 by and between Ariso Historia, wentried and Tracey Hares, married intelligence to the "Mortgago" and Seminole County, a political subdivision of the State of Floride, whose eddress is 1101 East First Street, Seniord, Florida 52771, hereinster referred to se the "Mortgagee."

(Whenever used herein the larms of "Mangagor" and "Mortgagos" include all parties to this instrument, the heirs, logal representatives and sesting of including and the auctions and sesting of corporations; and the larm "note" include in all the notes herein described if more than one solute.)

WITHESETH, that for good and velocibe consideration, and also in consideration of the agreeque sum named in the Second Mortgage Note of even date herewith (\$-2,600,00), hereinster described, the Mortgages hereby grants, targethm, some, afters, premises, conveys and continue sinto the Mortgages all the certain land of which the Mortgages is now select and in passession shusted in Reminde County, Florida, viz.:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenuments, hereditements and appurientances thereto belonging, strid the runts, besues and profile thereof, unto the Montgagoo, in the simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefensibly setted of eatid land in see simple; that the Mortgagor has good right and lawful suthorby to convey steld land as storesald; that the Mortgagor has such further securences to perfect the tee simple title to said land in the Mortgagor on many nearcombly be required; that the Mortgagor hereby full measures the title to said land and will defend the same against the land claims of all persons whomeogyer; and that said land is free land close of all encumerances apopts.

A walki purchase manny First Mortgages approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGISLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 190.185(1)(d), FLORIDA STATUTES

This instruction was prepared by Earlie Control Punch Secretaries
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DEFICIAL RECORDS BOOK PAGE 3232 | 331 SEMINOLE CO. FL

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ANY DEFAULT in any marinage note, or iten of record, including, but not limited to the Second Marinage their and the First Marinage expressed herein, shall constitute a default under this instrument. The institution of a marinage or iten transforms legal proceeding shall be one bests authorizing the Marinages to decises a default. In the swent of foreclosure, the Marinages reserves the right of first refusal on the tand as described in Ethick "A."

PROVIDED ALWAYS, that said Mortgager shall pay unto said Mortgages the cartain Second Mortgage Not herefurter substantially copied or identified, to-wit:

SEE EXHIBIT TO ATTACHED HERETO AND INDORPORATED HEREIN

AND the Margager shall perform, comply will and abide by each and every of the agreements, ellipsiations, conditions and covernants therein and of this decord Margages, and if not, then this Margages and the estate hereby created, shall seems, determine and be gull and void.

AND the Medgager hereby further coverients and agrees to pay promptly when due the principal and interest and other currie of money provided for in said note and Second Mortgage, or either; to pay all and elegater the team, assessments, levies, liabilities, obligations, and ancumbrances of every nature on said property to permit, commit or suffer no weeks, impairment or deterioration of suid land or the improvement thereon at any firms to pay all costs, charges, and expenses, including atterney's fees and title assembles, removedly industed or paid by the Mortgages because of the fature of the Mortgager to promptly and fully comply with the agreements, slipulations, conditions and coverants of said note and title Second Mortgage, or either. In the event me Mortgager talk to pay when due any tax, respectively, insurance premium or other and Mortgager talk to pay when due any tax, respectively. Insurance premium or other and of money payable by virtue of said note and this Becond Mortgage, or either. In the event me Mortgager talk to pay when due any tax, respectively insurance premium or other and Mortgager may pay the same, without walving or affecting the option to introduce or any other right bereater, and at such payments stall bear interest from the date thereof at the highest termit response to the law in the laws of Glade of Florida.

If each and every one of the agreements, attuistions, conditions and coverients of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpeid thereon, what furtimeth or fraceful, at the option of the Mortgages, become and be due and payable, anything in each note or herein to the contrary notwithstanding. Falture by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or the second Mortgage account or the market according.

Provided that, as set forth in the Second Mortgage Note attached hereto as Eshibit "8" no payments shall be required on the Second Mortgage as long as the band sameles occupied by the Mortgagor, and said land is not sold, leased, rented or sublessed.

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Should the land remain owner-occupied and not be rented, leased or subjected for (check applicable) X ten (10) years, twenty (20) years or thirty (30) years (if used in confunction with FHA financing), then this second Mortgage shall be forgiven in full and a release field in the public records of Seminole County, Florids. Should this aforementioned provision be violated, a defaut shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURB LESS THAN TEN (10) YEARS, TRANSFER OR REFINANCING OCCURB LESS THAN (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT, Mortgager shall repay the loan amount of statuty Five Busines are provided in the mosphure provisions of the Federal regulations in effect at the line of default.

This Mortgage sixell be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approved of Mortgages.

these preparts the day and year hist above	Mongagor has hereunto eigned and scaled e written.
miles baces	B. J. What
Print Names Japas fer Tagner	Print Name: Brian Historia
Ina M. Melson	Therey & Marma
Print Name: Tina N. McCres	Print Name: · Tracey Herma
Print Name:	•
Print Name:	

Company of the seconds

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mande County November Assistance 7232 1333



STATE OF FLORIDA COUNTY OF SEMIMBLE URANGE of

HEREBY CERTIFY that on the 28th day of april 1987 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take administrate, personally appeared Brian Hibbard, unmarried and frame. However, personally appeared Brian Hibbard, unmarried and who accurate the foregoing instrument and who acknowledge before me that ha/she/they executed the same and are petternally known to me or have produced their driver's ligurage, as identification and who did did not take an path.

WITNESS my hand and official seal in the County and State last aforecald.

Name: Venniser C. Tarner

Notary Public Berial Number

Commission Expires:

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SEMINOLE CD. FL

EXHIBIT "A"

Ly'i 19, Phode &, Lytywaco Pervillent, moneyling to the pict thereof, as recorded in Pint Book: 16, Paper 41 and 88, Public Itaniya of Businala Causty, Florids.

Property Addresse 2008 Timethy Bund, America, Pl. 20703

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EHCOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (circly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sets of Florida, or order, the manner tenthalier specified, the sum of thirty Five funded and MacCounty (\$ 1,800.60). The said principal shall be payable in books money of the United States of America to the County at 1161 Fast Plays streets, Senting ... Florida ... or at such a piece on may hereafter be designated by written notice from the holder to the maker hereof. This holder and Mortgage securing street is for a period of twenty (20) or tistry (30) years (if the of a conjunction with Fid financing), buginning on the date of execution of this holder and take of execution of this holder and take of execution of this holder and take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note whall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this date shall be permanently forgiven (check one) 2 ten (10). Ownly (20) or thirty (30) years (se applicable) after the date of the execution of this Note provided no condition of detauti has consumed. This provides shall ensure that the subject home and property is not sold, beautiful or referenced and remains owner-occupied for a ported of at least len (10), twenty (20) or thiny (30) years (se applicable) after associant of this Note.

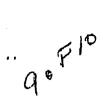
This Note incorporates, and is incorporated into, the Second Morigage Deed of even date on the following described property.

BEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in defaul upon accumines of one or none of the inflowing conditions:

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND COCUMENTARY STAMP EXCISE TAX ON DOCUMENTS FURBUANT TO SECTIONS 420.513(1) AND 189,185(1)(d), FLORIDA STATUTES

This instrument was prepared by —
Emino L. Bertow
S.L.L.P./P.CIME Purch Coordinates
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SVIR In

- The sale, barafer or refinancing of the subject home and real property, within ten (10), twenty (20) or Durly (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or finding of the property within ten (10), beenty (20) or thiny (20) years of the date of execution of the Note and Second Murigage.
- The destruction or abandonment of the home on the subject properly by maker or maker's successors.
- 4. Fallare to pay applicable property textes on subject property and improvements.
- E. Falture to maintain adequate heared increase on subject process and improvements.
- Falling to comply with the terms and conditions of the accompanying decond factoring Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The continuous of a default as est forth incrementors shall cause an acceleration of the remaining unpaid principal balance avidenced herein and secured by an accompanying Second Montgage of even data, and the uniter remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of death.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage are approved by the Gounty.

This Note in secured by a Marigage on road enterie, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the Blata of Florida. The terms of said Morigage are by this reference made a part hereof.

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Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including resonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure. County reserves the right of first refusal on the property.

the present the day and year first a	aid Mortgagor has thereunto signed and sealed bove written.
Print Name: Jenhalter Tacner	Print Name: Brian Hillson
Print Name: Tins M. McCres	Print Name: Tracer Marine
Prini Nume:	-i -t γ
Print Name:	•
STATE OF FLORIDA COUNTY OF REMINIONE ORANGE P	
I HEREBY CERTIFY that on this person me, an officer duly authorized in the acknowledgments, personally a	28th day of April 1997 he State aforesald and in the County aforesald appeared Brien Hibbard, unmerried
icknowledge before me that he/she/they o me of have produced <u>their drivers</u> id not take an cath,	executed the foregoing instrument and who executed the same and are personally known as identification and who did!
	IRME: UPINI FOR THE TREET
	iotary Públic () Brial Number

Commission Expires:

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>22nd</u> day of <u>August, 1997</u> from <u>Roberta S. Whack</u> a single woman and <u>Darrell W. Miles, Jr.</u>, a single man Mortgagor to <u>Seminole County, a political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100</u> (\$3,500.00) which mortgage is recorded in Official Records Book <u>3295</u>, Page <u>1292</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this day of October, 2002. ATTEST: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA Darvl G. McLain, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida Date: For the use and reliance As authorized for execution by the **Board of County Commissioners** Of Seminole County only. Approved as to form and at their legal sufficiency 2002, regular meeting.

County Attorney

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the indicated day of Argust 1992 by and between Roberta S. Whack a single woman, and Darrell W. Miles Jr., a single man hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgager that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. RWY 17-92
CASSELBERRY, FL. 32707

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies. liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations. conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire halance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/47 nutenig d Should the land remain owner-occupied and not be rented, leased or sublessed for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS. IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three-thousand, Five-hundred dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

R. Bliss	Runtu Suchock 8-224
Print Name: R. Bl. 35	Print Name:Roberta S. Whack
Gmad	Durach W. Miles fra. 8:22-97
Print Name: T.L. MCoro	· · · · · · · · · · · · · · · · · · ·
	- Sanford, Fi 3271
Print Name:	Sanford, Fi 32711
	_
Print Name	

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STATE OF FLORIDA

7/29/07

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 200 day of 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared 200 day of 1997
and 100 day of 1997
and 1997



Name:
Notary Public
Serial Number
Commission Expires:

4 of 5

7/29/97 notenstg.doc EXHIBIT "A"

LEGAL DESCRIPTION

LOT 9, PANALA OAKS, PHASE TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGE 15, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00	295	•
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) from promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three-thousand, Five-hundred dollars & no/00 (\$3,500.00). The said principal shall be payable in lawful		
money of the United States of America to the County at 1101 East First States. Souther	-4	Č.

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following

- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

manner:

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.LP. HOMEBLIYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL 32707

3295 129F

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Fach person liable hereon whether 'maker of protest, notice of protest and notice of dishoreasonable attorney's fees, whether suit be broof default hereunder, or under said Mortgage Note or to protect the security of said Mortgage Whenever used herein the term "holder", "masingular or plural as the context may require of in the event of foreclosure, County reserves the IN WITNESS WHEREOF, the said Mortgage presents the day and year first above written. Print Name: T. C. MCCood	nor and agrees to pay all costs, including ought or not, if, after maturity of this Note counsel shall be employed to collect this ge. ker" or "payee" should be construed in the radmit. e right of first refusal on the property.	 -
Print Name:		
before me, an officer duly authorized in the Stato take acknowledgments, personally appeare and Deceller Miles The who acknowledge before me that he/she/they execute to me or have produced For the Deceller WITNESS my hand and official seal in the Country of the	d Laberta S. Whack you executed the foregoing instrument and who ed the same and are personally known 1 L. ceases as identification and who did county and State last aforesaid.	~
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SEMINOLE COUNTY . HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s):	

Roberta S. Whack and Darrell W. Miles, Jr. 116 Holloway Ct., Sanford, FL 32771

Property Address:

This Agreement is entered into this 7th day of August 1927 by and between Semmole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Poberta S. Whack, a single woman and

Darrell W. Miles, Jr., a single man (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subreciplent organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to\$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptey or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Fin: Amenual Chomepry m

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The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing
- Applicable Not Applicable (one unit)
- b) Environmental review
- ☐ Applicable ☐ Not Applicable
- c) Displacement, relocation and acquisition
 - [M] Not Applicable (activity funded is downpayment, closing cost or interest rare buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
 - Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - X Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest no conflict found
- f) Disbarment and suspension not applicable
- g) Flood insurance
- Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to substilize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PiTI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construct by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:	Gary E. Kaiser, County Manager
May Mantaris	Date: 8/14/97
WITNESSES AS TO HOMEBUYER(S):	HOMEBUYER
C. S. Dern J. Keill	Date: 11/1/1
NOTARY AS TO HOMEBUYER(S):	
SEMINOLE COUNTY, FLORIDA	
STATE OF FLORIDA)	
COUNTY OF The Product (
The foregoing insument was acknowledged be	fore me this 1111 day of Access 199
by there there is eather, hopered to after ye, who	is personally known to me or who has produced $-I(P) \otimes P$
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(N) 1011.	gunumummummummummumm G L Dobie
Print Name (1), 1 c set	Contains to the Contains of Florida Contains to Contain to Contain Contain Avenum (Section Contains the Contain Cont
Notary Public in and for the County and State Aforemen	tioned. distribution of the control
My commission expires:	·• •
Primered broadpages	52. 9497

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>20th</u> day of <u>May, 1997</u> from <u>Tony & Diane A. Gilchrist</u>, Mortgagor to <u>Seminole County</u>, a political <u>subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3242</u>, Page <u>1149</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00) secured to Mortgagor the aforementioned sum as through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents thisday of October, 2002.		
BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA		
By: Daryl G. McLain, Chairman		
as authorized for execution by the Board of County Commissioners their, 002, regular meeting.		

County Attorney

PERMULE COUNTY !

RECORDED & VERIFIED

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eminolo County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of Hay 1997 by and betweer ony Gildright and Diane A. Gilchrist husbattérelnafter referred to the "Mortgagor" and Serninole and wife County, a political aubdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,500.00), beteinsfier described the Mortgage Note of even date __), hereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly selzed of said land in fee simple; that the Mortgagor has good right and lewful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgeges as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful daims of all persons whomsoever; and that said land is free land clear of all encumbrances except;

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO BEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.613(1) AND 199.185(1)(d) FLORIDA STATUTES

The instrument was propared by: HAP JI COME FURTHER CHAPMINATO 5/0 The Greater Berningle County

Return To: Absolute Title Agency 3395 W. Lake Man Sh

Seminole County, Florida, viz:

Lako Mary, Florida 32748

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Seminole County Homeownership Assistance Programmingle Co. Fl.



Should the land remain owner-occupied and not be rented, leased or subjected for (check applicable) x ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of twenty (20) years or Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT, Mortgagor shall repay the loan amount of Thirty-Five Hundred and no/co dollars (\$ 3,500.00) to Mortgagoe in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Pont Name: many GI Icheles

Print Name: Diane A. Gilchrist Print Name: JANE R. NEWLON 2000 Adams Ave., Sanford, FL 327/1

Print Name:

Print Name:

SeminoleCounty Homeownership Assistance Program SEMINOLE CO. STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 20th before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared for GILCRRIST and DIAME A. GILCHRIST , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced their Drivers License _ as identification and who six! did not take an oath. WITNESS my frand and official seal in the County and State last aforesaid. Name: YOMA D. LEGETTY Notary Public Serial Number Commission Expires: 12/6/99 Million Market State of the Control

OFFICIAL RECORDS BOOK

Saminole County Homeownership Assistants Programme MINDLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 15 and 16, BLOCK 10. BEL-AIR, Sauford, Florida, according to the Flat thereof as recorded in Plat Book 3, Pages 79 and 80, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS

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Seminole County Homeownerskip Assistance PrograminoLE CO. FL



EXHIBIT "B" SECOND MORTGAGE NOTE

AMQUNT: \$3,500.00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of thirty-Five Hundred and no/oc (\$ 3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Senford, Florida 32771 , or at such a place as may be useful to designated by written notice from the holder to the maker hereof. This visual (if used in conjunction with FHA financing), beginning on the date of execution of his Note and accompanying Mortgage. Repayment of this Note shall take place in the plowing manner.

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) <u>x</u> ten (10), ______ twenty (20) or ______ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and properly is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ______ ten(10) ______ twenty (20) ______ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C?MANAMAL WITHO)

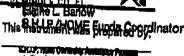
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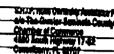
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Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO BECTIONS 420,613(1) AND 199,185(1)(d), FLORIDA STATUTES





- The sale, transfer or refinencing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- Leasing or renting of the proporty within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate hazard insurance on subject property and improvements.
- Failure to compty with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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OFFICIAL RECORDS

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Seminals County Homesomership Assistance Program NOLE CO. FL



Each person liable hereon whether maker or enforcer, hereby waives persontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the these presents the day and year fin	said Mortgagor has hereunto signed and sealed
Some O Legitte	Ton relia
Print Name: YOMA D. LECETTE	Pripi Name: Tony Gilchrist
Jone R. Newslow	Wear A. Bilebair &
Print Name; JANK R. NEWLON	Print Name: Diama/Gilchrist
	Z F.G. 2000 Adams Ave., Sanford, FL 32771
Print Name:	and the state of t
Print Name:	
STATE OF FLORIDA COUNTY OF SEMINOLE	
	in the State aforesaid and in the County aforesaid
	who executed the foregoing instrument and who ney executed the same and are personally known as identification and who aim
WiTNESS my hand and official sea	al in the County and State Japi aforesaid.
	Joen V. Leatte
Young O. Layer	Name: YOMA D. LEGETTE Notary Public
Vona (t. 1. op oc. Poblin, State of 1 6. No. CV Medica)	Serial Number
Stant Library - To Last	Commission Expires: 12/6/99
B. Dentify in the control of the con	

#97-1991



SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Tony Gilchrist and Diano A. Gilchrist, husband and wife

Proporty Address: 2000 Adams Avenue, Sanford, Florida 32771

This Agreement is entered into this 20th day of May , 19 97 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Semford, Florida, 32771 (hereinafter "COUNTY") and Tony Gilchrist and Diane A. Gilchrist

(horeinafter "HOMEBUYER").

husband and wife.

WITNESSETH:

1. USB OF HOME PUNDS

WHERRAS, the COUNTY has received HOME funds appropriated by the National Affordable Rousing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 et acq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Dispesition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to suite qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Graster Seminole County Chamber of Commerce</u> and meet the requirements as not forth in 24 CPR Part 92 as amended or walved by HUD.

2. APPORDABILITY

The property which is the subject of this Agreement shall remain affortable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in offect until the first of the following events occurs: (1) horrower sells, transfers or dispuses of the ansisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Losn in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower soils, transfers or dispose of the assisted unit (by, including but not limited to, sais, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit us his principal residence; or (3) the borrower dies, or if a married couple, the services dies.

4. Uniform administrative requirements

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as act forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have contilled that the property shall be his/har/hair principal residence and that, at the time of application and approval, his/har/their annual income does not exceed eighty percent (#1%) of the median income for the area, as determined by HUD, with adjustment for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than aimsty-live percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Orester Saminole County Chamber of Commercia, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project allgible for funding.

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Absolute Title Agency
Purtnamountlandaprism: 35997W. Loko Mary Divid., Sulto "B"
Loko Mary, Florida 32740 60

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6.	HOUSI	NG AND	CHALITY	STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 Housing Quality Standards (HQ8) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are noted.

Equal opportunity and fair housing	Applicable	Not Applicable (one unit)			
Environmental review		•			
Displacement, relocation and acquis-					
○ Not Applicable (activity funded assistance on a newly constructed occurred pursuant to Federal rules).	is downpayment unit; therefore no	, ctosing cost or interest rate displacement, relocation and	e buy-dov I acquisiti	Mn On	
broxideq/executed essential rule. Abbut the	opriate notices h party was not occ	eva hoan herad. Cadificatio	a baa ba		
Lead paint					
Applicable (Home built prior to 1: evaluated for lead-based paint exists	978. Lead-based nce.)	paint notice has been provide	ed and ur	تن ^{ااا} ت	
☐ Not Applicable (Unit built during or	after 1978.)		SE	12	300K
Conflict of interest - no conflict found	•		3	7	×
Disbarment and suspension - not app	oldasik				
Flood Insurence			•		i
Executive Order 12372 - not applicab	lo,		9	_	
	Environmental review Displacement, relocation and acquise. Not Applicable (activity funded assistance on a newly constructed occurred pursuant to Federal rules). [2] Applicable (Activity is downpayme purchase of an existing unit. Appn provided/executed ensuring that probeen voluntarily displaced by choice. Lead paint [2] Applicable (Home built prior to 1: evaluated for isad-based paint existe Not Applicable (Unit built during or Conflict of interest - no conflict found Disbarment and suspension - not apprisod insurence	Environmental review Applicable Displacement, relocation and acquisition Not Applicable (activity funded is downpayment assistance on a newly constructed unit; therefore no accurred pursuant to Federal rules). [2] Applicable (Activity is downpayment, closing cost o purchase of an existing unit. Appropriate notices in provided/executed ensuring that property was not occ been voluntarily displaced by choice. Lead paint [2] Applicable (Home built prior to 1978. Lead-based evaluated for lead-based paint existence.) [3] Not Applicable (Unit built during or after 1978.) Conflict of interest - no conflict found Disparment and suspension - not applicable	Environmental review	Environmental review	Environmental review Applicable Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Cartification has been provided/executed snauring that property was not occupied by a tenent and that the owner has been voluntarily displaced by choice. Lead paint Applicable (Home built prior to 1978, Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.) Not Applicable (Unit built during or after 1978.) Conflict of interest - no conflict found Disparment and suspension - not applicable Flood insurence

8. AFFIRMATIVE MARKETING

Not applicable due to the neture of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subside a private loan to lower the borrower's monthly housing costs (Principal, Interest, Texes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilistion be included in the HOME basistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a autoracipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the affordability term.

Fra: Imanual thomaprom

61

1/7/97

3.	enforcement	OF THE	AGREEMENT
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The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agraement shall be in effect until the first of the following events occurs: (1) borrower sets, transfers or disposes of the assisted unit (by, including but not illmitted to, sate, transfer, benkruptoy or foreclosure); (2) the borrow no longer occupies the unit as his grincipal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of _______ ten (10), _______ twenty (20) or _______ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, eax, creed, color or astional origin in the performance of this Agreement.

Nothing contained in this Agreement, or any set of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hareto, or third parties to create any relationship of third party relationship involving the COUNTY.

Mary Very Mantearts Mary Very Mantearts	Gary B. Kaiaar, County Manager Date:
WITNESSES /ASTO HOMEBUYER(S): Whith naml (S X) (() (Think) Internal Morgan	HOMEBUYER Jan Mile Tury Gilche 15% Date: 4.21.99 Direce 11. Sikilurje:)
NOTARY AS TO HOMEBUYER(8): STATE OF FLORIDA COUNTY OF SAMINAL (The foregoing instrument was acknowledged be 100 11, by 100 May Diant (FILCHEIST known to me or who has produced DRIVEL LIGHE	fore me this day of
Print Name Susan M. Hacker Notary Public In and for the County and State Aforamentics My commission expires: Navenary 18, 1994 Duton m. Olacker	This instrument prepared by Elaine L. Barlow 4590 S. Highway 17-92 Casselberry, FL 32707 Ned.
SUBAN IL HAMEN MY coldennia i co social EXPERT Horizon IS, 1999 and the social Personnia is	3/12/97

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>26th</u> day of <u>September, 1997</u> from <u>Lorna J. Harrington</u> and <u>Darrell C. Harrington</u>, husband and wife Mortgagor to <u>Seminole County, a political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Two Thousand Three Hundred Ninety-Six Dollars and 39/100</u> (\$2,396.39) which mortgage is recorded in Official Records Book <u>3304</u>, Page <u>1755</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Two Thousand Three Hundred Ninety-Six Dollars and 39/100, (\$2,396.39) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of October, 2002. ATTEST: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA MARYANNE MORSE Daryl G. McLain, Chairman Clerk to the Board of County Commissioners of Seminole County, Florida Date: For the use and reliance As authorized for execution by the Of Seminole County only. **Board of County Commissioners** Approved as to form and at their legal sufficiency 2002, regular meeting. County Attorney

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith 1\$2/673.00%, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagoe all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County. Florida, viz.;

*2.396.39

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAMB, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagor that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Morigage approved by Morigagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420,513(1) AND 199.145(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AETER RECORDING RETURN TO:
S.H.L.P. HOMENUYER ASSISTANCE
PROGRAM. ATTN: SHARON SELF
4700 S. HWY 11-52
CASSELBERRY, FL. 14707

FLORIDA STAT

1 of 5

7/29/47

PECORDED & VERIFIED

8 x 3

FAX NO. 4073827061

ANY DEPAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT -B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be pull and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit. commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations. conditions and covenants of said note and this Second Mongage, or either; to perform. comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sunt of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

SEMINOLE CO. FL

SEP-25-02 WED 10:19 AM STEWART TITLE GUARANTY

Should the land remain owner-occupied and not be rented, leased of subleased for ten (10) years then this Second Moragage shall be forgiven in full and a release filed in the public records of Seminole County, Florids. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE on sale, lease, if the sale, lease, transfer or refinancing occurs IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of two! * the straig! Six foundred! Seventy flye Anthon and 00/1/00/32/679.00) to Morrgages in full, less any available forgiveness as provided in the recapture provisions of the Pederal regulations in effect at the time of default. *TWO THOUSAND THREE HUNDRED MINETY-SIX DOLLARS AND .39/100 \$2,396.39

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

these presents the day and year first about	ove written.	·
Print Name: MARK WAIGHT Susie Smith	Print Name: Lorna J. Harrington	acchi acchi
Print Name: SUSIE SMITH	Print Name: Darrell C. Harrington	1 10
Print Name:	Print Name:	1 ""
Print Name:	Print Name:	

FAX NO. 4073827061

P. 05

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 26th day of SEPTEMBER 199	<u>7</u>
before me, an officer duly authorized in the State aforesaid and in the County aforesaid	
to take acknowledgments, personally appeared LORNA J. HARRINTON	
and DARRELL C. BARRINGTON Who executed the foregoing instrument and who	3
acknowledge before me that he/she/they executed the same and are personally known	
to me or have produced A DRIVERS LICENSE as identification and who d	lid/
did not take an oath.	

WITNESS my hand and official seal in the County and State last aforesaid,

MARK WRIGHT

MY COMMISSION / DOUGH M SOSSES

Many 2, 1999

Name: MARK WRIGHT

Notary Public

Serial Number CC 439144

Commission Expires: 03/02/99

KAMPF TITLE & GUARANTY CORP. P.O.BOX 1359, 200 W. FIRST STREET SANFORD, FLORIDA 32771 300 1758

■Sep. 25. 2002-11:29AM- CLUSTING FAX.812-8(1-2184

Sep 25 2002 1_{No.1110} Pp. 7

SEP-25-02 WED 10:20 AM STEWART TITLE GUARANTY

FAX NO. 4073827081

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7, BLOCK A, COUNTRY CLUB MANOR, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12. PAGES 75 AND 76. OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE CO. FL

5 of 5

FAX NO. 4073827081

Seminola County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

A S ACCULATE.	8.2/67.F:00	\$2,396,39	
AMOUNT:	8.77.677.10V _	451320132	

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Two-thousand, Sittinger hundred, Support The dollars to RW 160 57,572.60). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

seb exhibit "A" Attached Hereto and incorporated Herein

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

THIS MORTOAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANOIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by;
AFTER RECORDING BETTEN TO:
S.H.L.P. HOMENLYER ARRETANCE
PROGRAM - ATTN: SHARON SELF.
4590 S. US HOVY J.
CASSELHERBY, FL. 32707

- The sale, transfer or refinancing of the subject home and real property, within ten
 years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors,
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
 - 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
 - 7. Failure to comply with the terms and conditions of the First Montgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Morrgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Morigage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Morigage are by this reference made a part hereof.

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FAX NO. 4073827061

P. 09

Each person liable hereon whether maker or enforcer, hereby waives personnent, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Morigage, counsel shall be employed to collect this Note or to protect the security of said Morigage.

Whenever used herein the term "holder", "maker" or "payer" should be construed in the singular or plural as the context may require or admit.

In the event of forcelosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said No presents the dayland year first above write	fortgagor has because signed and sealed these ten.	X
Print Name: MARK WRIGHT SUBLE STRICK	Print Name: Lord of Residence 129 HAYS DAY TO THE PLANTAGE PLANTAG	A 32771
Print Name: SUSIE SMITH	Print Name: Darrell C. Harrington 129 HAYS DRIVE, SANFORD, FLORI	ت 32771 د، رن
Print Name:	Print Name:	D4 17.
Print Name:	Print Name;	1762 00, FL
STATE OF FLORIDA COUNTY OF SEMINOLE	%>	Ň
and DARRELL C. HARRINGTON	the State aforesaid and in the County aforesaid ppeared LORNA J. HARRINGTON who executed the foregoing instrument and executed the same and are personally known as identification and we have county and state and the Coun	who
Education / Condition of Condition of Condition Con	Notary Public Serial Number CC 439144 Commission Expires: 03/02/99	

SEP-25-02 WED 10:21 AM STEWART TITLE GUARANTY

FAX NO. 4073827061

P. 10

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7, BLOCK A. COUNTRY CLUB MANOR, UNIT 3. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12. PAGES 75 AND 76, OF THE PUBLIC RECORDS OF SEMIMOLE.

SENDMOLE CO. FL

5 of 5

SEP-25-02 WED 10:21 AM STEWART TITLE GUARANTY

FAX NO. 4073827081

P. 1

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s):

Lorna J. Harrington and Darrell C. Harrington

Property Address:

129 Haya Dr., Sunford, PL 32771

This Agreement is entered into this 21st 4ay of August, 1997by and between Seminoise County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (Seresmanes "COUNTY") Lorus J. Harrington and Darrell C. Harrington, humband and wije (hereinafter "HOMEBUYER").

WITNESSETH:

USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et 200), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to easist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subscriptent organization hereby known as Orester (//
Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

APPORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidaliness for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events—occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer bankruptcy or forestonute); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferral Payment Loan in an amount up to \$2.675.00, at 0% until the first of the following events occurs: (1) betrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure): (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a matried couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subport P. as follows:

- (a) The HOMEBUYER(a) have confided that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County. Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the traction axion price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program seguirements and determined the project eligible for funding.

,,

7/29/97

The HOMBBUYER shall maintain the property, including payment of property lates and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall ment Section & Housing Quality Standards (HQS) and the local building codes and requirilers of the COUNTY. The COUNTY has inspected the property and has determined the project citable for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homsowaer shall comply with all applicable Pederal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Support H. The regulations are provided below. Applicable regulations are to noted.

- Equal opportunity and fair housing 4) ☐ Applicable OR Not Applicable (one unit) Daylronmental review b) Applicable R Not Applicable
- Displacement, relocation and acquisition

1 Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down pasistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Pederal rules).

Applicable (Activity is downpayment, closing cost of interest rate buy-down magistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that properly was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

Lead paint

M Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

Not Applicable (Unit built during or after 1978.)

- Conflict of Interest no conflict found
- ħ Disbarment and suspension - not applicable
- Flood insurance
- Executive Order 12372 not applicable.

APPIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program),

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private logo to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downsayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of last closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that arry work performed by a contractor in accordance with this Agreement shall be performed purmant to a written contract in the form required by the COUNTY. Purther, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations,

Ownership applicance funds shall not be filsbursed prior to completion of work and acceptance of the same by the COUNTY.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subteclpient.

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STEWART TITLE GUARANTY

FAX NO. 4073827061

i. Records and reports

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the and of the affordability term.

enforcement of the agreement

The loan shall be evidenced by a Promissory Note and accured by a Morigage on the property. Failure by the HOMEBUYER to comply with the

considered a default and approp	misio logal action taken.	of this Agreement and the loan documents shall be		
4. DURATION OF THE AC				
This Agreement shall be transfers of disposes of the as	in effect until the first o	of the following events occurs: (1) borrower soils, but not limited to, sale, transfer, backruptcy or it as his principal residence; or (3) the borrower wied of ten 10 years.		
5. Other Provisions	• •			
Neither party hereto shall sex, creed, color or national or	discriminate against any ign in the performance of	person or group of porsons on account of race, this Agreement.		3000 3000
.Nothing contained in this described or continued by any of	Agreement, or any set the parties hereto, or third at. Mented or several or	of the COUNTY or the HOMEBUYER shall be persons to create any relationship of third party partnership, joint venture or my association or continuous production or continuous production.	HIUDIS P	, C.
WITNESS:		Clary E. Kalsor County Mana	766	Stairse
MAKY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY WANTZARISY	mar.	Date: 9/7/97		
ALGK SHIPP		HOMEDUYER John F		
JAMIE BAYLE		Date:		
NOTARY AS TO HOMEDU	YER(S):			
SEMINOLE COUNTY, FLOR				
State of Florida)			
COUNTY OF Seminole)			. :

by ITIAA 1. HOTTIDIM, who is personally knowledged before me this LEDINGS 134 as identification!	nwh to me or who has produced
---	-------------------------------

Kattu Print Name YO HL

Notary Public in and for the County and State Aforementioned.

My commission expires: 19/12

PARTARY - FA H

Pn:\mmais\homeprem